

# **EXHIBIT “E”**

**CONTINGENCY FEE AGREEMENT**

I, **BRACHA STRIMBER**, in my own right and as the Administratrix of the Estate of **ABRAHAM STRIMBER**, hereby constitute and appoint Leon Aussprung, Esquire of The Law Office of Leon Aussprung MD, LLC as my attorney to investigate and prosecute claims for personal injuries on my behalf. The claim arose on or about **February 22, 2012**.

Your case was referred to my firm by Robert A. Rovner, Esquire. The compensation of The Law Office of Leon Aussprung MD, LLC shall be 40% of any recovery, plus reimbursement of expenses which shall include court filings, exhibits, photography, videography, expert witnesses, investigators, transcripts, photocopying, medical and other records, travel and meal expenses, computer research, printing, binding, postage, telephone, telefax and courier service. If there is no recovery, there will be no fee or expenses reimbursed.


In the event of a recovery, I understand that there may be monies due to private health insurance, Medicare and/or Medicaid for medical care and treatment received related to this claim as required by law. I authorize my attorney to represent me in all matters concerning reimbursement of any monies due to private health insurance, Medicare and/or Medicaid. I agree that no funds will be distributed to me until a final repayment agreement is reached.

I understand that my attorney(s) will contact any private benefit plan/insurer providing coverage for medical treatment in addition to Medicare and/or Medicaid to ascertain if there is a subrogation interest that it may assert on any monies recovered by me. I understand that pursuant to state and/or federal law, any monies paid by a benefit plan/insurer for medical treatment related to the injuries I sustained may be entitled to receive reimbursement from any monies that I may receive. I authorize my attorney(s) to negotiate and/or compromise any such lien by a benefit plan/insurer and to pay them from my settlement funds directly.

If, **BRACHA STRIMBER**, is successful in pursuing this lawsuit and she recovers a monetary amount, she hereby authorizes her counsel to execute any and all settlement checks, which will be placed into an escrow account until distribution.

This Contingency Fee Agreement supersedes all prior contingency fee agreements.

I acknowledge receipt of a duplicate original of this Agreement.

  
**BRACHA STRIMBER**, in her own right and as  
the Administrator of the Estate of **ABRAHAM**  
**STRIMBER**

  
**JAMES HOCKENBERRY, ESQUIRE**